## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM482827 Stylesheet Version v1.2

**SUBMISSION TYPE: NEW ASSIGNMENT** 

**NATURE OF CONVEYANCE:** TRADEMARK SECURITY AGREEMENT SUPPLEMENT

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
INTERMEDIA.NET, INC.		07/19/2018	Corporation: DELAWARE
AccessLine Communications Corporation		07/19/2018	Corporation: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	TORONTO DOMINION (TEXAS) LLC		
Street Address:	E&Y TOWER, 222 BAY STREET, 15TH FL		
City:	TORONTO		
State/Country:	CANADA		
Postal Code:	stal Code: M5K 1A2		
Entity Type: Limited Liability Company: DELAWARE			

#### **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	4141200	ANYMEETING
Registration Number:	2501931	SMART OFFICE

### **CORRESPONDENCE DATA**

Fax Number: 8004947512

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 202-370-4750

Email: alanagramer@paulhastings.com

**Correspondent Name:** Alana Gramer

Address Line 1: 200 PARK AVENUE, 28TH FL

Address Line 2: c/o Paul Hastings LLP

Address Line 4: New York, NEW YORK 10166

ATTORNEY DOCKET NUMBER:	F178197
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NAME OF SUBMITTER: **ALANA GRAMER** 

**SIGNATURE:** /ALANA GRAMER/

**DATE SIGNED:** 07/20/2018

**Total Attachments: 4** 

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#### TRADEMARK SECURITY AGREEMENT SUPPLEMENT

This Trademark Security Agreement Supplement, dated as of July 19, 2018 (this "Trademark Security Agreement Supplement"), is made by the entities identified as grantors on the signature pages hereto (the "Grantors") in favor of Toronto Dominion (Texas) LLC, as Administrative Agent for the Secured Parties (in such capacity and together with tits successors and permitted assigns in such capacity the "Administrative Agent".)

This Trademark Security Agreement Supplement supplements that certain First Lien Trademark Security Agreement, dated February 1, 2017 (the "Trademark Security Agreement"), entered into by the Grantors in favor of the Administrative Agent (as successor in interest to SunTrust Bank, as the original administrative agent (the "Original Administrative Agent").

WHEREAS, the Grantors are party to a Security Agreement, dated as of February 1, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), between each of the Grantors and the other grantors party thereto and the Administrative Agent (as successor in interest to the Original Administrative Agent), pursuant to which the Grantors granted a security interest to the Administrative Agent in all existing and after-acquired Trademarks (as defined in the Security Agreement) and are required to execute and deliver this Trademark Security Agreement Supplement;

WHEREAS, subsequent to the execution date of the Trademark Security Agreement, the Grantors have adopted, used and are using, and hold all right, title and interest in and to, new Trademarks including, but not limited to, those listed on <u>Schedule A</u> attached hereto, which Trademarks are registered or applied for in the United States Patent and Trademark Office (the "New Trademark Collateral"); and

WHEREAS, Grantors and the Administrative Agent desire to supplement the Trademark Security Agreement to include the New Trademark Collateral as "Trademark Collateral" thereunder;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

- **SECTION 1. DEFINED TERMS.** Terms defined in the Security Agreement and not otherwise defined herein are used herein as defined in the Security Agreement.
- **SECTION 2. GRANT OF SECURITY INTEREST.** Each Grantor hereby grants to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties a continuing security interest in all of the Grantor's right, title and interest in, to and under the New Trademark Collateral, including the Trademark registrations and applications set forth on <u>Schedule A</u> attached hereto, together with all goodwill connected with the use thereof and symbolized thereby.
- **SECTION 3. SECURITY FOR OBLIGATIONS.** The grant of a security interest in the New Trademark Collateral by each Grantor under this Trademark Security Agreement Supplement is made to secure the payment or performance, as the case may be, in full of the Secured Obligations.
- **SECTION 4. SECURITY AGREEMENT.** The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Security Agreement, and the grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and

provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

**SECTION 5. RECORDATION.** Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement Supplement.

SECTION 6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SUPPLEMENT AND ANY CLAIM OR CONTROVERSY RELATING TO THE SUBJECT MATTER HEREOF, WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE, SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

**SECTION 7. COUNTERPARTS.** This Trademark Security Agreement Supplement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery by facsimile or by electronic .pdf copy of an executed counterpart of a signature page to this Trademark Security Agreement Supplement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement Supplement. This Trademark Security Agreement Supplement shall be construed as a separate agreement with respect to each Grantor.

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IN WITNESS WHEREOF, the undersigned have executed this Trademark Security Agreement Supplement as of the date first above written.

INTERMEDIA.NET, INC., as a Grantor

Name: Michael Gold

Title: President and Chief Executive Officer

ACCESSLINE COMMUNICATIONS

CORPORATION, as a Grantor

Name: Michael Gold

Title: President and Chief Executive Officer

# **SCHEDULE A**

# **New Trademarks**

Title	Jurisdiction	Application No./ Filing Date	Trademark No./ Issue Date	Status	Current Owner of Record
ANYMEETING	US	85267947	4141200	Registered	Intermedia.net,
		03/15/2011	05/15/2012		Inc.
SMART	US	76130569	2501931	Registered	AccessLine
OFFICE		09/18/2000	10/30/2001		Communications
					Corporation

**RECORDED: 07/20/2018**